

# Exhibit D

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK  
Index No. 106549/09

STEVEN G. SCHULMAN

Petitioner

-against-

MILBERG LLP

Respondent

JUDGMENT

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

STEVEN G. SCHULMAN,

X

Petitioner,  
-against-

MILBERG LLP,

Respondent.

X

At IAS Part 48 of the  
Supreme Court of New York  
No. 7-1, at 60 Centre Street,  
New York on April 27, 2009

Index No. 106549/09

PRESENT

JUDGMENT MARYLIN G. DIAMOND

SJC

The parties, having jointly moved this Court, pursuant to CPLR 7510, for an order confirming the duly acknowledged arbitration award of November 6, 2008, as modified on November 26, 2008, and as clarified on April 22, 2009 (hereinafter, the award, modification and clarification are collectively referred to as the "Arbitration Award"), and directing that judgment be entered on the Arbitration Award pursuant to CPLR 7514;

NOW, upon reading and filing the Notice of Petition To Confirm Arbitration Award, dated May 7, 2009, and the exhibits annexed thereto, and the application having regularly come on to be heard before the Hon. Marylin G. Diamond, a Justice of this Court, at an IAS Part 48, held at the Courthouse thereof, located at 60 Centre Street, New York, New York 10007, on the eighth day of May, 2009, and the parties having appeared by their respective attorneys, and the Court having after due deliberation duly made and filed a decision and order, dated May 8, 2009, granting the petition to confirm the Arbitration Award, pursuant to CPLR 7510, and directing entry of judgment, pursuant to CPLR 7514, it is

ADJUDGED, that the Arbitration Award is confirmed; and it is further

ADJUDGED, that:

1. Respondent Milberg LLP ("Milberg") shall pay to Petitioner Steven G. Schulman ("Schulman") on January 2, 2009 the sum of \$3,102,685.88, which amount consists of the Termination Year Payment of \$2,678,042.32, base and capital payments from May through October, 2008 of \$372,992.91 and administrative and office expenses for the period April to October 27, 2008 of \$51,650.65. In addition, on January 2, 2009, Milberg will also pay Schulman an additional lump sum consisting of the capital and base payments due him for November and December 2008;

2. The amount of Schulman's Capital Account as of May 1, 2008 is \$16,332,033.27, which consists of capital in the amount of \$14,762,956.17 plus interest in the amount of \$1,569,077.10. Future Capital Account Payments shall be paid by Milberg to Schulman on a monthly basis pursuant to the Milberg Partnership Agreement, dated as of January 1, 1991, as amended prior to the date of the November 6, 2008 arbitration award (the "Partnership Agreement");

3. The amount of the Base Amount Payment due by Milberg to Schulman as of May 1, 2008 is \$4,832,085.48. Future Base Amount Payments shall be paid by Milberg to Schulman on a monthly basis pursuant to the Partnership Agreement;

4. Milberg shall establish and fund an escrow account in the amount of \$500,000.00 by April 30, 2009 which shall remain in place through April 30, 2010;

5. Milberg shall pay Schulman's outstanding criminal defense expenses pursuant to the Leave of Absence Agreement, dated May 11, 2006, between Milberg and Schulman through the date of his sentence;

6. Schulman shall repay to "The Evergreen Fund" provided by Milberg to fund Schulman's criminal defense the amount of \$697,963.25 on or before January 2, 2009; and

7. Judgment is entered on counts I, II and III of Milberg's counterclaim asserted in the arbitration between Schulman and Milberg (the "Schulman Arbitration"). The amount of recovery thereon is deferred until the arbitrations commenced by Milberg against Melvyn I. Weiss ("Weiss"), William S. Lerach ("Lerach") and David J. Bershad ("Bershad") are completed, and subject to the terms of the Arbitration Award which provide that:

[Schulman] will pay 8.25% of the total of (1) those three Awards [against Weiss, Lerach and Bershad] for legal fees and related expenses, if any, or settlements for legal fees and related expenses, if any, or (2) an amount not to exceed \$3,382,500.... Thus, we will cap the Award we will render against Schulman at \$3,382,500. If the computation results in a total number which would oblige Schulman to pay less than \$3,382,500, then he shall pay only that amount and that will be the sum in the Award. Any obligation to pay legal fees and related expenses shall be deducted from his Capital Account. If there is no recovery for legal fees and related expenses from the other three then Schulman shall be free of any obligation.

8. The Arbitration Award provides that "Milberg is not entitled to recovery on Counts IV and V [of its counterclaims]". The arbitration panel in the Schulman Arbitration retains jurisdiction to clarify its rulings and to implement the Arbitration Award.

Judgment entered this \_\_\_ day of July, 2009.

ENTER:

FILED  
AUG 14 2009  
COUNTY CLERK'S OFFICE  
NEW YORK

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*MCD*  
\_\_\_\_\_  
Clerk, New York County  
J.S.C.

*Norman L. Lerner*  
clerk